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9                          IN THE UNITED STATES DISTRICT COURT  
10                          FOR THE CENTRAL DISTRICT OF CALIFORNIA  
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13                          R. ALEXANDER ACOSTA,  
14                          Secretary of Labor,  
15                          United States Department of Labor,  
16                          Plaintiff,  
17                          v.  
18

19                          NUZON CORPORATION, a corporation;  
20                          MARGARET'S VILLA, INC., a  
21                          corporation; GERALDO ORTIZ, an  
22                          individual; LILIBETH ORTIZ, an  
23                          individual; FIL-LYD INVESTMENTS,  
24                          LLC, a California Foreign Limited Liability  
25                          Company; JUANJO INVESTMENTS,  
26                          LLC, a California Foreign Limited Liability  
27                          Company,  
28                          Defendants.

Case No. 8:16-cv-00363-CJC-KES

**CONSENT JUDGMENT &  
ORDER**

Judge:      Hon. Cormac J. Carney

1 Plaintiff R. Alexander Acosta, Secretary of Labor, United States  
2 Department of Labor (the “Secretary”), and Defendants Nuzon Corporation,  
3 Margaret’s Villa, Inc., Geraldo Ortiz, Lilibeth Ortiz, Fil-Lyd Investments, LLC,  
4 and JuanJo Investments, LLC (hereafter collectively referred to as “Defendants”)  
5 have agreed to resolve the matters in controversy in this civil action and consent to  
6 the entry of this consent judgment (“Consent Judgment” or “Judgment”).

7 **STATEMENTS BY THE PARTIES**

8 1. The Secretary alleges in the Second Amended Complaint that  
9 Defendants violated provisions of Sections 6, 7, 11(c), 15(a)(2), 15(a)(3), and  
10 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (“FLSA” or the  
11 “Act”), 29 U.S.C. §§ 207, 211(c), 215(a)(2), 215(a)(3) and (5).

12 2. Defendants are represented by counsel, and have appeared in this  
13 action and answered the Second Amended Complaint.

14 3. The Secretary and Defendants waive Findings of Fact and  
15 Conclusions of Law.

16 4. Defendants admit that the Court has jurisdiction over the parties and  
17 the subject matter of this civil action and that venue lies in the District Court for  
18 the Central District of California.

19 5. Defendants and the Secretary agree to the entry of this Consent  
20 Judgment without contest.

21 6. Defendants acknowledge that Defendants and any individual or entity  
22 acting on their behalf or at their direction (including but not limited to supervisors  
23 at Defendants’ residential care home facilities) have notice of, and understand, the  
24 provisions of this Consent Judgment.

25 7. Defendants understand and expressly acknowledge that the provisions  
26 and safeguards guaranteed under the FLSA to employees, including but not limited  
27 those found in Sections 6, 7, 11(c), 15(a)(2), 15(a)(3) and 15(a)(5), apply to all  
28 their employees, including caregivers/direct care staff, drivers, qualified

1 intellectual disability professionals (QIDPs), licensed vocational nurses (LVNs),  
2 and registered nurses (RNs).

3       8. Defendants admit to violating Sections 6 and 15(a)(2) of the FLSA  
4 during the Subject Period (October 2011 through April 2017) by paying employees  
5 wages at rates less than the applicable federal minimum wage in workweeks when  
6 said employees were engaged in commerce and in the production of goods for  
7 commerce or were employed in an enterprise engaged in commerce or in the  
8 production of goods for commerce, within the meaning of the Act.

9       9. Defendants admit to violating Sections 7 and 15(a)(2) of the FLSA  
10 during the Subject Period by employing employees who were engaged in  
11 commerce or the production of goods for commerce, or who were employed in an  
12 enterprise engaged in commerce or in the production of goods for commerce  
13 within the meaning of the Act, for workweeks longer than forty (40) hours, and by  
14 failing to pay such employees compensation for their employment in excess of  
15 forty (40) hours at a rate not less than one and one-half times the regular rate at  
16 which they were employed.

17       10. Defendants admit to violating Sections 11(c) and 15(a)(5) of the  
18 FLSA during the Subject Period by failing to make, keep and preserve records of  
19 their employees and of the wages, hours, and other conditions and practices of  
20 employment maintained by them as prescribed by the regulations found in 29  
21 C.F.R. Part 516 that are issued, and from time to time amended, pursuant to  
22 Section 11(c) of the FLSA. Defendants understand and expressly acknowledge  
23 that, by the date Defendants sign this Consent Judgment, Defendants will keep all  
24 records required under 29 C.F.R Part 516 for each and every individual who  
25 performs any work for Defendants at their current or future residential care home  
26 facilities, as well as any other records required by this Consent Judgment.

27       11. Defendants agree that the Secretary establish a *prima facie* violation  
28 of Section 15(a)(3) of the FLSA during the Subject Period by establishing

1 sufficient facts that Defendants retaliated against employees because such  
2 employees were believed to have filed a complaint or instituted or caused to be  
3 instituted any proceeding under or related to the FLSA, or were about to testify in  
4 any such proceeding. Defendants understand and expressly acknowledge that  
5 demanding or accepting any of the monies due to any current or former employees  
6 under this Consent Judgment, threatening any employee for accepting monies due  
7 under this Consent Judgment, or threatening any employee for exercising any of  
8 his or her rights under the FLSA of this Consent Judgment is specifically  
9 prohibited and may subject Defendants to equitable and legal damages, including  
10 punitive damages and civil contempt.

11 **JUDGMENT AND ORDER**

12 Therefore, upon motion of the attorneys for the Secretary, and for cause  
13 shown, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that  
14 judgment is entered in favor of the Secretary on his claims against Defendants.

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that  
16 Defendants are employers that shall comply with the FLSA with respect to their  
17 workers employed at Defendants' residential care facilities.

18 **I. INJUNCTIVE RELIEF PROVISIONS**

19 **A. Prohibitions on Violating the FLSA**

20 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that  
21 pursuant to Section 17 of the FLSA, Defendants, Defendants' officers, agents,  
22 servants, employees, successors and all persons in active concert or participation  
23 with Defendants are permanently enjoined and restrained from violating the FLSA,  
24 including through any of the following manners:

25 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA,  
26 pay any of their employees who in any workweek are engaged in commerce or in  
27 the production of goods for commerce or who are employed in an enterprise  
28 engaged in commerce or in the production of goods for commerce, within the

1 meaning of the FLSA, wages at a rate less than \$7.25 per hour (or at a rate less  
2 than such other applicable minimum rate, including California state law).

3       2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA,  
4 employ any of their employees who in any workweek are engaged in commerce or  
5 the production of goods for commerce, or who are employed in an enterprise  
6 engaged in commerce or in the production of goods for commerce, within the  
7 meaning of the FLSA, for workweeks longer than forty (40) hours, unless such  
8 employee receives compensation for his or her employment in excess of forty (40)  
9 hours at a rate not less than one and one-half times the regular rate at which he or  
10 she is employed.

11       3. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the  
12 FLSA fail to make, keep and preserve records of their employees and of the wages,  
13 hours, and other conditions and practices of employment maintained by them as  
14 prescribed by the regulations issued, and from time to time amended, pursuant to  
15 Section 11(c) of the FLSA and found in 29 C.F.R. Part 516. To ensure compliance  
16 with this provision, Defendants shall:

17           a. Hire a third-party payroll-processing firm to process and issue  
18 employees' paychecks;

19           b. Use a time clock system at each residential care facility and  
20 ensure that each employee uses the system to accurately record the time the  
21 employee (i) begins work each day by clocking in as soon as the employee  
22 enters the worksite and/or premises; (ii) begins any uninterrupted work-free  
23 meal period of 30 minutes or more by clocking out at the beginning of the  
24 meal period; (iii) ends any uninterrupted work-free meal period of 30  
25 minutes or more by clocking in at the end of the uninterrupted work-free  
26 meal period; (iv) ends any work-interrupted meal period by clocking back  
27 in; and (v) ends work each day by clocking out just before the employee  
28 leaves the worksite and/or the employer's premises. Work time shall

1 include, but is not limited to, time spent by employees: bathing, grooming,  
2 clothing, feeding, waiting for transportation for residents, providing  
3 companionship and social interaction with residents (via taking residents on  
4 walks, playing games with residents), or otherwise caring for residents;  
5 cooking meals for residents; doing laundry for the facility/residents,  
6 performing related housekeeping duties, and performing administrative  
7 tasks.

8 c. Ensure each employee accurately records the time employed to  
9 travel for Defendants or perform work at off-site locations for Defendants.  
10 For example, time spent driving residents to appointments, waiting for or  
11 attending residents' appointments, taking residents to the hospital or other  
12 locations, waiting for residents to receive treatment/service, and traveling  
13 back to residential care facility;

14 d. Not alter or manipulate time or payroll records to reduce the  
15 number of hours actually worked by an employee unless an employee  
16 voluntarily requests in writing to correct a genuine error or pursuant to a  
17 bona fide dispute regarding an employee's time records. Should the latter  
18 occur, there must be a written record of the disputed hours according to both  
19 employee and employer and the reason for the dispute, accompanied by the  
20 signature of both parties. Such records will be kept for a period of 3 years  
21 from the day of the request or dispute;

22 e. Not encourage or pressure workers to under-report hours  
23 worked;

24 f. Not create false records by requiring workers to clock out for  
25 lunch breaks they did not take. This applies to all shifts, including this  
26 graveyard shift;

27 g. For each workweek, sum the time indicated on the time records  
28 recorded by each employee to identify the time worked each day and each

1 workweek.

2 h. For each pay period, prepare a statement of hours and wages for  
3 each employee (“Pay Period Summary”). The Pay Period Summary shall  
4 provide all information required under California Labor Code Section  
5 226(a), including: (1) the employee’s gross wages earned, (2) total hours  
6 worked, (3) all deductions, (4) net wages, (5) the inclusive dates of the  
7 period for which the employee is paid, (6) all applicable hourly rates in  
8 effect during the pay period, and (7) the corresponding number of hours  
9 worked at each hourly rate.

10 i. For a period of not less than one year following entry of this  
11 Judgment, have each individual review his or her Pay Period Summary,  
12 write in corrections if necessary, and sign the Pay Period Summary.  
13 Immediately upon issuance and for three (3) years thereafter, Defendants  
14 shall maintain copies of all Pay Period Summaries for inspection by the U.S.  
15 Department of Labor at any time and by any of Defendants’ employees at  
16 any time. Defendants shall post in a prominent location at all of Defendants’  
17 current residential care home facilities (for example, near the facility’s front  
18 door, where employees commonly take meal breaks, inside employee  
19 restrooms) a notice alerting employees that they have the right to inspect  
20 their Time Records and Pay Period Summaries at any time without prior  
21 request (“Inspection Notice”).

22 j. With each Pay Period Summary, include a statement in English  
23 and Tagalog indicating that:

24 **Your employer must pay you for all hours worked. Your hours  
25 worked includes all the time that you are not free from work duties.  
26 If you think your employer has not paid you for all hours you  
27 worked, you can call the U.S. Department of Labor to make a  
28 confidential complaint at (714) 621-1650.**

1           **Dapat bayaran ng inyong amo ang sahod para sa lahat ng oras na**  
2           **nagtrabaho kayo. Kasama sa mga oras ninyo ang oras na hindi kayo**  
3           **libre sa inyong tungkulin. Kung sa palagay ninyo na hindi binayaran**  
4           **ng inyong amo ang sahod para sa lahat ng oras ninyo, tumawag kayo**  
5           **sa U.S. Department of Labor sa (714) 621-1650. Kompindensyal ang**  
6           **inyong report sa U.S. Department of Labor.**

7         4. Defendants, their officers, agents, servants, attorneys, and employees  
8 and those persons in active concert or participation with them, shall not, contrary to  
9 FLSA § 15(a)(3), 29 U.S.C. § 215(a)(3), in any way retaliate or take any adverse  
10 employment action, or threaten or imply that adverse action will be taken against  
11 any employee who exercises or asserts his or her rights under the FLSA or  
12 provides information to any public agency investigating compliance with the  
13 FLSA. To ensure compliance with this provision, Defendants shall:

- 14         a. Not remove or evict current live-in employees, or reduce any housing  
15            benefits for current live-in employees in retaliation against employees.
- 16         b. Not make any changes to live-in employees' current tenancies in  
17            retaliation against employees.
- 18         c. Maintain habitable housing in substantially the same condition as  
19            currently exists for current live-in employees and not alter living  
20            conditions in retaliation against employees.
- 21         d. Not terminate or threaten to terminate any employee, or retaliate or  
22            discriminate against any employee in any other way, based on their  
23            belief that such employee spoke with or otherwise cooperated with  
24            DOL, or made a formal or informal complaint about any issue related  
25            to Defendants' wage and hour practices to any party;
- 26         e. Not direct anyone who works for them not to speak to representatives  
27            of the DOL or to provide false information to the DOL regarding the  
28            terms and conditions of their employment, or asking anyone who

1           works for them to give them any documents or business cards  
2           provided by a representative of the DOL;

3       f. Not obstruct any future DOL investigation;

4       g. Not threaten to have any employee deported, or refer to any  
5           employee's immigration status in a threatening manner, because of  
6           cooperation or perceived cooperation with the DOL, or raising an  
7           issue related to hours and pay to any party;

8       h. Not encourage employees to engage in retaliation against coworkers,  
9           or instructing one employee to tell another employee that the  
10          employee will be fired for cooperating with the DOL or engaging in  
11          any other protected activity under the FLSA;

12      i. Not reduce or manipulate employees' work schedules because of  
13           cooperation or perceived cooperation with the DOL or any other  
14           protected activity under the FLSA.

15      j. Not require employees to re-apply to their current job or re-submit  
16           documents for their current or past employment with Defendants  
17           because of their cooperation or perceived cooperation or other  
18           protected activity under the FLSA.

19       5. Defendants shall not, contrary to the FLSA, misclassify individuals  
20          performing work at one of their residential care home facilities as non-employees  
21          (e.g., independent contractors) but shall treat and classify said individuals as  
22          employees who shall enjoy all protections and safeguards guaranteed under the  
23          FLSA, including but not limited to those found in Sections 6, 7, 11(c), 15(a)(2),  
24          15(a)(3), and 15(a)(5) of the Act.

25       6. Defendants, jointly and severally, shall not continue to withhold  
26          payment of \$550,000, which represents the unpaid minimum wage and overtime  
27          compensation hereby found due for the Subject Periods, to the employees named in  
28          the attached Exhibit A in the amounts set forth therein.

1           **B. Additional Compliance Requirements**

2       7. Defendants shall provide an explanation for each deduction made to  
3 employees in their employee handbook, policies, and training documents related to  
4 pay, hours worked, clocking in and clocking out, time cards, and breaks.

5       8. Within ten (10) calendar days of the date that Defendants sign this  
6 Consent Judgment, Defendants shall post U.S. Department of Labor-approved  
7 posters regarding the minimum wage and overtime provisions of the FLSA, in a  
8 prominent location at all of Defendants' residential care home facilities (for  
9 example, near the facility's front door, where employees commonly take meal  
10 breaks, inside employee restrooms). Defendants shall do the same at any future  
11 residential care home facility within ten (10) calendar days of it beginning  
12 operations. Copies of said posters are available for download and printing at:

13           <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

14       9. Within thirty (30) calendar days of the date Defendants sign this  
15 Consent Judgment, Defendants shall provide each of their employees with a copy  
16 of a notice of rights, attached as **Exhibit B**, which summarizes the terms of this  
17 Consent Judgment and provides direct guidance from the U.S. Department of  
18 Labor regarding care home employees' rights under the FLSA ("Notice of  
19 Rights"). Exhibit B includes English and Tagalog versions of the Notice of Rights.  
20 In the event the native language of any employee of Defendants is a language other  
21 than English and Tagalog, Defendants shall ensure that the Notice of Rights is  
22 properly translated into that language. Within the time period prescribed above,  
23 Defendants shall take the following steps to help ensure that all of Defendants'  
24 employees are aware of their rights under the FLSA:

25           a. Defendants shall post a copy of Exhibit B in a prominent  
26 location at all of Defendants' current residential care home facilities (for  
27 example, near the facility's front door, where employees commonly take  
28 meal breaks, inside employee restrooms), and Defendants shall do the same

1 at any future residential care home facility within ten (10) calendar days of it  
2 beginning operations.

3 b. Defendants shall provide a copy of Exhibit B with the first two  
4 paychecks for the first two pay periods following entry of this Consent  
5 Judgment to all of Defendants' employees.

6 c. Defendants shall provide a copy of Exhibit B to all newly hired  
7 employees before or by the date said employee begins performing work for  
8 Defendants at one of Defendants' residential care home facilities.

9 d. Defendants shall include Exhibit B in all handbooks, policies,  
10 and trainings related to pay, hours worked, clocking in and clocking out,  
11 time cards, and breaks.

12 10. Within six (6) months of the date that Defendants sign this Consent  
13 Judgment, Defendants must conduct a training session for all individuals  
14 performing work at Defendants' residential care home facilities. Defendants may  
15 request that Wage and Hour Division representatives conduct the training.  
16 Individual Defendants shall also be present at said training, which shall be  
17 compensable time for which employees shall receive pay. Topics to be covered  
18 during the training shall include, but are not limited to: minimum wage, overtime,  
19 recordkeeping provisions of the FLSA and specific considerations relating to  
20 residential care home facility employees. If conducted by Wage and Hour  
21 representatives, said training may be followed by a confidential question and  
22 answer session between Wage and Hour representatives and Defendants'  
23 employees, during which time Defendants are not present ("Q&A Session"). The  
24 Q&A Session shall also be compensable time for which employees shall receive  
25 pay. Upon completion, Defendants shall certify satisfaction of this provision to the  
26 Secretary's counsel.

1       **II. MONETARY PROVISIONS**

2           **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section  
3 16(c) of the FLSA, in favor of the Secretary and against Defendants in the total  
4 amount of **\$1,100,000**, which is comprised of unpaid minimum wage and overtime  
5 compensation owed by Defendants in the amount of **\$550,000**, and an additional  
6 equal amount as liquidated damages. This amount shall be considered a debt owed  
7 to the United States.

8           The total of \$1,100,000.00 is hereby found due under the FLSA to  
9 Defendants' current and former employees in Exhibit A as a result of their  
10 employment by Defendants from October 15, 2011 to April 15, 2017 ("Back Wage  
11 Accrual Period"). These provisions of this Consent Judgment shall be deemed  
12 satisfied where Defendants comply with each of the following payment provisions:

13           a.       Defendants shall provide the Secretary, within five (5) days of  
14 the date of entry of this Consent Judgment, the following information for  
15 each individual employed by Defendants at any of their residential care  
16 homes during the Back Wage Accrual Period: first name, middle name, last  
17 name, home address (street address, city, state, zip code), position/title, work  
18 site name, hire date, and termination date (where applicable). If the  
19 Secretary requests additional information for the purposes of identifying the  
20 employees owed back wages under this Consent Judgment, the amounts  
21 owed, and the applicable periods, Defendants shall timely cooperate with  
22 these requests.

23           b.       The Secretary will then file an Amended Exhibit A, within  
24 fourteen (14) days of receiving the information above from Defendants. The  
25 Amended Exhibit A shall include the names of employees who worked for  
26 Defendants at any of their residential care homes during the Back Wage  
27 Accrual Period, their period of employment, the gross amount of back wages  
28 due, and the gross amount of liquidated damages due to each employee.

1                   c. Defendants shall be responsible for determining and  
2 withholding each employee's share of payroll taxes and other required  
3 deductions from the amounts to be paid to the employees named in the  
4 attached Exhibit A, Defendants shall timely remit said deductions to the  
5 appropriate governmental agencies entitled thereto. Within fourteen (14)  
6 days of the filing of Amended Exhibit A, Defendants shall file a schedule  
7 showing the net back wages due to the employees listed on Amended  
8 Exhibit A. The schedule shall identify the employee's name, period of  
9 employment, amount of gross back wages (as listed in Amended Exhibit A),  
10 amount of legal deductions and withholdings from back wages as required  
11 under federal and California law (that Defendants shall pay directly to the  
12 appropriate federal and state agencies, when due), and the resulting net back  
13 wage amount for each employee listed in Amended Exhibit A.

14                  d. Within ninety (90) days of the date of entry of this Consent  
15 Judgment, Defendants shall deliver in person to Charles Song, U.S.  
16 Department of Labor, Office of the Solicitor, 350 S. Figueroa St., Suite 370,  
17 Los Angeles, CA 90071-1202 two separate checks made payable to each  
18 employee identified on the Amended Exhibit A and the Wage and Hour  
19 Division, U.S. Department of Labor as alternative payees (*i.e.*, "Pay to the  
20 Order of: [Employee Name] or Wage & Hour Div., Labor"). The first check  
21 shall be for the amount of liquidated damages due to the employee as  
22 identified on the Amended Exhibit A. The second check shall be for the net  
23 amount of back wages, accounting for the withholdings identified in the  
24 schedule above. The preceding obligations described in this subparagraph  
25 "d" shall be referred to herein as the "Payment Obligations." Upon delivery  
26 to the Secretary's Office of the Solicitor as specified above, the Office of the  
27 Solicitor will be the designated custodian for the back wage and liquidated

1           damages checks until each check is either distributed to the employee or  
2           given to the Wage and Hour Division.

3           11. The Secretary shall distribute the checks described in Paragraph d.  
4           above to the employees identified in Amended Exhibit A, or if necessary, to the  
5           employees' estates. Any monies not distributed to employees within three (3) years  
6           from the date of the Secretary's receipt of the checks, because of an inability to  
7           locate the proper persons or because of their refusal to accept it, the Secretary shall  
8           deposit the payment into the Treasury of the United States as miscellaneous  
9           receipts under 29 U.S.C. § 216(c). In the event that Defendants' default on their  
10          Payment Obligations set forth in Paragraph II. d. above, Defendants will be liable  
11          for \$1,100,000 due under this Consent Judgment plus a daily \$10,000 fee for  
12          everyday payment is late. Late fees shall not accrue for more than thirty (30) days.  
13          Late fees will be equally distributed to Defendants' current and former employees  
14          listed on Exhibit A.

15          12. As security for the judgment amount of \$1,100,000.00, the Parties  
16          agree as follows:

17           a. Within fourteen (14) days of entry of this Consent Judgment,  
18           the Defendants shall provide the Secretary with Deeds of Trust on the real  
19           properties known as, and located at: 24091 Via Luisa, Mission Viejo, CA  
20           92691 ("Via Luisa Property"); 24522 Quintana Dr, Mission Viejo, CA  
21           92691 ("Quintana Property"); 23052 Dune Mear Road, Lake Forrest, CA  
22           92630 ("Dune Mear Property"); and 26961 Recodo Ln, Mission Viejo, CA  
23           92691 ("Recodo Property") (together, "the Properties"). The Parties will  
24           supplement this proposed Consent Judgment with the Deeds of Trust, as  
25           Exhibit C, within two (2) weeks of this filing.

26           b. Defendants agree not to encumber or transfer any of the  
27           Properties before the respective Deed of Trust is recorded.

28           c. The Secretary will record each Deed of Trust within ten (10)

1 days of the Secretary's receipt of properly executed Deeds of Trust.

2 d. Defendants represent the cumulative fair market value of the  
3 Properties constitutes sufficient equity to satisfy the Judgment of  
4 \$1,100,000.00 against Defendants.

5 13. If Defendants default on their Payment Obligations, the Secretary may  
6 promptly force a sale of one or more Properties through the following procedures,  
7 in the following order:

8 a. The Secretary shall declare all sums secured by the Deed of  
9 Trust for the Via Luisa Property immediately due and payable and shall  
10 cause the sale of the Via Luisa Property pursuant to the provisions set forth  
11 in the executed Deed of Trust recorded on the Via Luisa Property.

12 b. Should the proceeds from the sale of the Via Luisa Property fail  
13 to fully satisfy the amounts due under this Consent Judgment at the time of  
14 sale, the Secretary shall then declare those remaining unpaid amounts  
15 secured by the Deed of Trust for the Quintana Property immediately due and  
16 payable and shall cause the sale of the Quintana Property pursuant to the  
17 provisions set forth in the executed Deed of Trust recorded on the Quintana  
18 Property.

19 c. Should the proceeds from the sale of the Via Luisa Property and  
20 the Quintana Property fail to fully satisfy the amounts due under this  
21 Consent Judgment at the time of sale, the Secretary shall then declare those  
22 remaining unpaid amounts secured by the Deed of Trust for the Dune Mear  
23 Property immediately due and payable and shall cause the sale of the Dune  
24 Mear Property pursuant to the provisions set forth in the executed Deed of  
25 Trust record on the Dune Mear Property.

26 d. Should the proceeds from the sale of the Via Luisa Property,  
27 the Quintana Property, and the Dune Mear Property fail to fully satisfy the  
28 amounts due under this Consent Judgment at the time of sale, the Secretary

1 shall then declare those remaining unpaid amounts secured by the Deed of  
2 Trust for the Recodo Property immediately due and payable and shall cause  
3 the sale of the Recodo Property pursuant to the provisions set forth in the  
4 executed Deed of Trust record on the Recodo Property.

5 e. Upon the receipt of any moneys from the sale of any of the  
6 Properties, the Secretary shall provide Defendants with an executed Partial  
7 or Full Satisfaction of Judgment reflecting the amount received on the sale  
8 of that Property.

9 14. Defendants shall not directly or indirectly request, solicit, suggest, or  
10 coerce any employee to return or to offer to return to Defendants or to someone  
11 else for Defendants, any monies in the form of cash, check, or any other form, for  
12 wages previously due or to become due in the future to said employee under the  
13 provisions of this Consent Judgment or the FLSA; nor shall Defendants accept, or  
14 receive from any employee, either directly or indirectly, any monies in the form of  
15 cash, check, or any other form, for wages heretofore or hereafter paid to said  
16 employee under the provisions of this Consent Judgment or the FLSA; nor shall  
17 Defendants discharge or in any other manner discriminate, solicit or encourage  
18 anyone else to discriminate, against any such employee because such employee has  
19 received or retained monies due to him or her from Defendants under the  
20 provisions of this Consent Judgment or the FLSA.

21 **III. ADDITIONAL PROVISIONS**

22 15. The filing, pursuit, and/or resolution of this proceeding with the filing  
23 of this Consent Judgment shall not act as, or be asserted as, a bar to any action  
24 under Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to any employee not  
25 named on the attached Exhibit A, nor as to any employee named on the attached  
26 Exhibit A for any period not specified herein for the back wage recovery  
27 provisions.

28 16. Defendants agree to take further actions as may be reasonably

1 necessary to carry out the purposes and intent of the requirements under the FLSA  
2 as ordered in this Judgment.

3       17. Each party shall bear all fees and other expenses (including court  
4 costs) incurred by such party in connection with any stage of this proceeding.

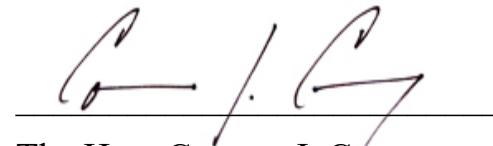
5       18. IT IS FURTHER ORDERED that this Court shall retain jurisdiction  
6 of this action for purposes of enforcing compliance with the terms of this Consent  
7 Judgment.

8

9           IT IS SO ORDERED.

10

11 Dated: June 6, 2019



12

13           The Hon. Cormac J. Carney  
14           United States District Judge

1 Dated: \_\_\_\_\_

2 Dated: \_\_\_\_\_

3 KATE S. O'SCANNLAIN  
Solicitor of Labor

4 JANET M. HEROLD  
5 Regional Solicitor

6 MARC A. PILOTIN  
7 Counsel for Wage and Hour Litigation

8 CHARLES SONG  
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11 Trial Attorney

12 JENNIFER L. STA. ANA  
13 Trial Attorney  
14 *Attorneys for Plaintiff R. Alexander*  
15 *Acosta, United States Secretary of*  
16 *Labor*

NUZON CORPORATION

Signed by:

MARGARET'S VILLA, INC.

Signed by:

GERALDO ORTIZ

LILIBETH ORTIZ

FIL-LYD INVESTMENTS, LLC

Signed by:

JUANJO INVESTMENTS, LLC

Signed By:

By: \_\_\_\_\_

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